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BROADBAND VIDEO SERVICES

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5. MISCELLANEOUS

5.1 Repair Provisions

Repair requests for Telephone Company owned equipment used in providing service shall be completed as soon as reasonably possible, including weekends and holidays.

The Telephone Company shall employ and have on duty that number of service personnel which is sufficient to handle normal out-of-service calls. The aforementioned personnel shall be available (either on-the-job or on call) on holidays and weekends.

There will be no charge to the customer for any maintenance and/or repair work to the Telephone Company's video transport system, either when the problem is reported by the customer or when the problem is identified by the Telephone Company as part of its ongoing maintenance.

The customer shall notify the Telephone Company of any interruption of service upon ascertaining that it is not caused by any action or omission within the control of the customer or its subscribers. Once the problem has been identified as existing in the Telephone Company's video transport system and appropriate information to assist the Telephone Company in responding to the problem has been provided, the Telephone Company shall acknowledge the repair call and notify the customer of the date and time the repair is to be completed.

The Telephone Company shall provide repair contact number(s) to the customer for purposes of responding to the customer's requests for repair as set forth in.

Whenever it is necessary for the Telephone Company to interrupt service for the purpose of maintenance, alteration or repair, the Telephone Company shall immediately notify the customer so it may notify the affected subscribers, unless the interruption is unforeseen or the repair immediately necessary.

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5. MISCELLANEOUS (Cont'd)

5.2 Maintenance Charge

The customer shall be responsible for payment of a Maintenance of Service Charge when the Telephone Company dispatches personnel to the customer's location and the trouble is in equipment or communication systems provided by other than the Telephone Company.

Failure of Telephone Company personnel to find trouble in Telephone Company facilities will not result in a charge if the trouble is actually in those facilities, but not discovered at the time. No credit allowance will be applicable for the interruption involved, unless the trouble is found in the Telephone Company's facilities.

The Maintenance of Service Charge time period will begin when Telephone Company personnel are dispatched. This will only include the actual time required to reach the customer's location and perform an investigation. The time period will end when the investigation is finished. The labor charge as set forth in 5.3.6 will apply on an hourly basis or portion thereof to Maintenance of Service at the appropriate Basic, Overtime or Premium rate. These charges apply when the trouble is in the equipment provided by other than the Telephone Company.

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5. MISCELLANEOUS (Cont'd)

5.3 Additional Labor

Additional Labor is that labor requested by the customer on a given Broadband Video service and agreed to by the Telephone Company as set forth in 5.3.1 through 5.3.5 following. The Telephone Company will notify the customer that Additional Labor charges as set forth in 5.3.6 following will apply before any Additional Labor is undertaken. Additional Labor charges will also apply if the requirement for the Additional Labor is the fault of the customer or parties on whose behalf it acts.

5.3.1 Overtime Installation (USOC - ALH)

Overtime installation is that Telephone Company installation effort outside the business day. Overtime rates will apply anytime outside the business day and all day Saturday. Premium time rates will apply all day Sunday and on all Telephone Company approved holidays. The Telephone Company will provide, upon request, a list of the applicable holidays on which premium time rates would apply.

5.3.2 Overtime Repair (USOC - ALH)

Overtime repair is Telephone Company repair which could have been performed during the normal business day, but that is delayed at the specific request of the customer to a later time period which is outside the normal business day or to a weekend day or holiday. The request will result in the application of overtime rates anytime outside the business day and all day Saturday. Premium time rates will apply on Sunday and Telephone Company approved holidays. These rates, as set forth in Section 5.3.6 following, will only apply when there is a delay of repair at the request of the customer to the time periods stated above.

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5. MISCELLANEOUS (Cont'd)

5.3 Additional Labor (Cont'd)

5.3.3 Additional Installation Testing (USOC - ALH)

Additional installation testing is that testing performed by the Telephone Company at the time of installation which is in addition to normal pre-service and acceptance testing.

5.3.4 Standby (USOC - ALT)

Standby includes all time in excess of one-half (1/2) hour during which Telephone Company personnel are available to make coordinated tests on a given Broadband Video service. The standby charge applies only when Telephone Company personnel must wait more than 30 minutes beyond a prearranged, mutually agreed appointment time. Standby charges will cease when testing begins, or when Telephone Company personnel are released from the standby requirement, or when testing is rescheduled for a later date or time. Charges will not be applicable if Telephone Company personnel cause the delay.

5.3.5 Testing and Maintenance with Other Telephone Companies  
(USOC - ALK)

Additional testing, maintenance, or repair of facilities which connect to facilities of other telephone companies, is that labor which is in addition to normal effort required to test, maintain, or repair facilities provided solely by the Telephone Company.

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5. MISCELLANEOUS (Cont'd)

5.3 Additional Labor (Cont'd)

5.3.6 Charges for Additional Labor

Applied per hour or portion thereof:

| (USOC)         | Basic         | Overtime      | Premium       |     |
|----------------|---------------|---------------|---------------|-----|
|                | <u>Charge</u> | <u>Charge</u> | <u>Charge</u> |     |
|                | (ALH)         | (ALH)         | (ALH)         |     |
|                | (ALK)         | (ALK)         | (ALK)         |     |
|                | (ALT)         | (ALT)         | (ALT)         |     |
| Jurisdiction   |               |               |               |     |
| Arkansas       | \$41.30       | \$49.68       | \$58.06       | (x) |
| California     | 36.06         | 46.60         | 57.13         | (C) |
| Florida        | 30.51         | 39.46         | 48.41         | (C) |
| Illinois       | 31.05         | 39.45         | 47.85         | (x) |
| Indiana        | 36.47         | 45.17         | 53.87         |     |
| Iowa           | 37.16         | 45.44         | 53.72         |     |
| Kentucky       | 36.83         | 45.15         | 53.47         |     |
| Michigan       | 35.52         | 44.21         | 52.90         |     |
| Minnesota      | 37.30         | 45.63         | 53.96         |     |
| Missouri       | 37.30         | 45.63         | 53.96         |     |
| Ohio           | 34.28         | 42.57         | 50.86         |     |
| Oklahoma       | 41.30         | 49.68         | 58.06         |     |
| Pennsylvania   | 36.76         | 45.47         | 54.18         |     |
| South Carolina | 35.06         | 43.28         | 51.50         |     |
| Texas          | 41.30         | 49.68         | 58.06         |     |
| Virginia       | 42.11         | 51.37         | 60.63         |     |
| Wisconsin      | 34.18         | 42.41         | 50.64         | (x) |

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5. MISCELLANEOUS (Cont'd)

5.4 Additional Testing - WVT

For WVT, after the acceptance testing of WVT service is completed, if the customer requests the same tests be performed at a later date as a result of a maintenance action or a suspected discrepancy in the signal quality or bandwidth capability, the Telephone Company will perform the tests in accordance with established procedures. The Telephone Company will use customer provided signals at the HCDL(s) to perform additional testing.

The Additional Testing Charge time period for WVT will begin when Telephone Company personnel are dispatched. This will only include the actual time required to reach the customer's location and perform the testing. The time period will end when the testing is finished. The labor charge as set forth in 5.4.1 will apply on an hourly basis or portion thereof when the trouble is in the equipment provided by other than the Telephone Company. If the customer requests full bandwidth testing, the labor charges set forth in 5.4.2 will apply.

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5. MISCELLANEOUS (Cont'd)

5.4 Additional Testing - WVT (Cont'd)

5.4.1 Additional Testing Charge - WVT

| (USOC)              | <u>Charge</u><br>(UAHAX) |     |
|---------------------|--------------------------|-----|
| <u>Jurisdiction</u> |                          |     |
| Arkansas            | \$88.61                  | (x) |
| California          | 90.15                    | (C) |
| Florida             | 76.28                    | (C) |
| Illinois            | 73.35                    | (x) |
| Indiana             | 78.52                    |     |
| Iowa                | 85.65                    |     |
| Kentucky            | 86.31                    |     |
| Michigan            | 78.43                    |     |
| Minnesota           | 85.79                    |     |
| Missouri            | 85.79                    |     |
| Ohio                | 76.25                    |     |
| Oklahoma            | 88.61                    |     |
| Pennsylvania        | 78.77                    |     |
| South Carolina      | 84.54                    |     |
| Texas               | 88.61                    |     |
| Virginia            | 91.59                    |     |
| Wisconsin           | 76.91                    | (x) |

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5. MISCELLANEOUS (Cont'd)

5.4 Additional Testing - WVT (Cont'd)

5.4.2 Additional Testing/Full Bandwidth Test - WVT

| (USOC)              | <u>Charge</u><br>(UAHIX) |     |
|---------------------|--------------------------|-----|
| <u>Jurisdiction</u> |                          |     |
| Arkansas            | \$3,950                  | (x) |
| California          | 3,950                    | (C) |
| Florida             | 3,950                    | (C) |
| Illinois            | 3,950                    | (x) |
| Indiana             | 3,950                    |     |
| Iowa                | 3,950                    |     |
| Kentucky            | 3,950                    |     |
| Michigan            | 3,950                    |     |
| Minnesota           | 3,950                    |     |
| Missouri            | 3,950                    |     |
| Ohio                | 3,950                    |     |
| Oklahoma            | 3,950                    |     |
| Pennsylvania        | 3,950                    |     |
| South Carolina      | 3,950                    |     |
| Texas               | 3,950                    |     |
| Virginia            | 3,950                    |     |
| Wisconsin           | 3,950                    | (x) |

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6. SPECIAL CONSTRUCTION

6.1 General

This section contains the regulations, rates and charges applicable for Special Construction of Telephone Company facilities which are used to provide Broadband Video Services offered under this tariff.

When Special Construction is required, the provisions of this section apply in addition to regulations, rates and charges set forth in other sections of this tariff.

6.1.1 Conditions Requiring Special Construction

Special Construction is required when facilities are not available to meet a customer's order and one or more of the following conditions exist:

- The Telephone Company has no other requirement for the facilities constructed at the customer's request;
- The customer requests that service be furnished using a type of facility, or via a route, other than that which the Telephone Company would otherwise utilize in furnishing the requested service;
- The customer requests the construction of more facilities than is required to satisfy its order;
- The customer requests construction be expedited resulting in added cost to the Telephone Company;
- The customer requests that temporary facilities be constructed until permanent facilities are available.

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6. SPECIAL CONSTRUCTION

6.1 General (Cont'd)

6.1.2 Filing of Charges

Charges and liabilities for Special Construction will be filed in this section.

6.1.3 Ownership of Facilities

The Telephone Company retains ownership of all specially constructed facilities, except for those facilities constructed by connecting companies or carriers, even though the customer may be required to pay Special Construction charges.

6.1.4 Interval to Provide Broadband Video Service

Based on available information and the type of Broadband Video service ordered, the Telephone Company will establish a scheduled date for the installation of necessary facilities. The date will be established on an individual case basis and provided to the customer. The Telephone Company will make every reasonable effort to assure that the date is met. However, circumstances beyond the Telephone Company's control (e.g., backorder of components) may force a reschedule, and a new completion date will be established with the customer when appropriate.

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6. SPECIAL CONSTRUCTION (Cont'd)

6.2 Liabilities, Charges and Payments

6.2.1 General

This section describes the various charges and liabilities that apply when the Telephone Company provides Special Construction of Broadband Video service, as outlined in 6.1.1 preceding, in accordance with a customer's specific request. Once the customer is notified of all charges and liabilities, the customer must provide the Telephone Company with written approval prior to the start of construction. If more than one condition requiring Special Construction is involved, charges for each condition apply (see Conditions Requiring Special Construction, 6.1.1 preceding).

6.2.2 Payment of Charges

Payment is due upon presentation of a bill for the specially constructed facilities.

6.2.3 Start/End of Billing

Billing of recurring charges for specially constructed Broadband Video services starts on the day after the Broadband Video services are provided. Billing accrues through and includes the day that the specially constructed services are discontinued. Monthly charges will be billed one month in advance.

6.2.4 Partial Payments

The Telephone Company will require a customer which has a proven history of late payments to the Telephone Company, or does not have established credit, to make a partial payment for the portion of the estimated cost of the Special Construction for which the customer is subject to a nonrecurring charge. Partial payments will be requested as costs are incurred and will be credited to the customer's account. Partial payments will not exceed the total nonrecurring charge to the customer for the Special Construction.

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6. SPECIAL CONSTRUCTION (Cont'd)

6.2 Liabilities, Charges and Payments (Cont'd)

6.2.5 Development of Liabilities and Charges

The customer has the option of accepting the liabilities and charges based on estimated or actual costs. Estimated costs will be used unless the customer notifies the Telephone Company of the selection of the actual cost option in writing prior to the start of Special Construction.

Under the estimated cost option, Special Construction liabilities and charges are developed based on estimated costs and will be filed in this tariff.

Under the actual cost option, if all actual costs are not available prior to the in-service date of the Broadband Video Service, estimated Special Construction charges will be filed in this tariff. As soon as the actual costs, including costs of maintaining and filing these costs, are subsequently determined, the estimated charges will be adjusted to reflect the actual costs. The filed charges will then reflect actual costs existing at the time services are provided.

6.2.6 Maximum Termination Liability

A MTL has two components, an amount and a specified period of time.

The amount is equal to all nonrecoverable investment and labor costs.

The time frames for MTL for Special Construction are expressed by an effective date and an expiration date. The MTL will be reduced for each month the Special Construction WVT is in service. For example, if the MTL period is 10 years, for each month in service the MTL would be reduced 1/120th.

The MTL and the liability period applicable to specific cases of Special Construction are as set forth in this section of the tariff.

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6. SPECIAL CONSTRUCTION

6.2 Liabilities, Charges and Payments (Cont'd)

6.2.7 Development of Special Construction Charges

(A) No Other Requirement for the Facilities Requested

When the Telephone Company constructs facilities for the customer and has no other use for those facilities, Special Construction charges will be based upon the total installed cost, less the costs recovered by the tariff rates, plus a case preparation charge. The case preparation charge includes the administrative expense associated with preparing and listing the charges in the tariff. This expense includes such items as: (a) tariff preparation and processing and (b) gross receipts and surcharge taxes.

The Special Construction charges will be assessed as a lump sum NRC. However, at the customer's option, payment may be amortized over a negotiated period of time.

(B) Customer Requests a Type or Route Other Than Normal

Special Construction charges will be developed in the same manner as set forth under 6.2.7(A).

(C) Customer Requests Construction Be Expedited

When the customer requests expedition of construction resulting in added cost to the Telephone Company, Special Construction charges will be developed in the same manner as set forth under 6.2.7(A).

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6. SPECIAL CONSTRUCTION (Cont'd)

6.2 Liabilities, Charges and Payments (Cont'd)

6.2.7 Development of Special Construction Charges (Cont'd)

(D) Customer Requests Temporary Facilities Be Constructed Until Permanent Are Available

When the customer requests that temporary facilities be constructed until permanent facilities are available, Special Construction charges will be based upon the total installed cost plus a case preparation charge as described in 6.2.7(A).

(E) Request for Excess Capacity

When the customer requests the construction of more facilities than is required to satisfy his/her order, Special Construction Charges will be based on the estimated cost difference between the facilities constructed at the customer's request and the facilities actually required to meet the customer's order. An excess capacity recurring charge will apply for the excess facilities. This charge will apply until such time as the customer orders additional services. Where the additional services utilize a portion of the excess capacity, the recurring charge will be adjusted to coincide with the reduction in the amount of excess facilities. Where the additional services utilize the total number of excess facilities held in abeyance the recurring excess capacity charge will no longer apply.

(F) Lease Charge

A Lease Charge applies when the Telephone Company leases equipment in order to provide Broadband Video service to meet the customer's request. The amount of the charge is the net added cost to the Telephone Company caused by the lease.

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6. SPECIAL CONSTRUCTION (Cont'd)

6.3 Deferral of the In-Service Date

6.3.1 General

The customer may request the Telephone Company to defer the in-service date of specially constructed Broadband Video service subject to the provisions as set forth in 3.2.1(A) preceding. If the deferral is not in compliance with the provisions as set forth in 3.2.1(A), the Special Construction case is considered to be cancelled and cancellation charges apply. Requests for deferral must be in writing and are subject to the following regulations.

6.3.2 Construction Has Not Started

If the Telephone Company has not incurred any costs (e.g., engineering and/or installation) before receiving the customer's request for deferral, no charge applies other than the Case Preparation Charge. However, the original quotation is subject to Telephone Company review at the time of reinstatement to determine if the original charges are still valid. Any change in liabilities and charges requires the concurrence of the customer in writing. Additional Case Preparation Charges will also apply.

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### 6. SPECIAL CONSTRUCTION (Cont'd)

#### 6.3 Deferral of the In-Service Date (Cont'd)

##### 6.3.3 Construction Has Started But Is Not Complete

If the construction has started, but has not been completed, before the Telephone Company receives the customer's request for deferral, charges apply. The charges vary depending on whether all or some of the services ordered are deferred.

##### (A) All Broadband Video Services Are Deferred

When all Broadband Video services involving Special Construction are deferred, a charge equal to the costs incurred during each month of the deferral applies. Those costs include the recurring costs for that portion of the service already completed and any other costs associated with the deferral. The Case Preparation Charge also applies.

##### (B) Some But Not All Broadband Video Services Are Deferred

When some, but not all services utilizing the specially constructed Broadband Video services are deferred, the Special Construction case will be completed. Maximum Termination Liability will apply in addition to Case Preparation Charges and any recurring charges associated with the Special Construction.

##### 6.3.4 Construction Complete

If the construction has been completed before the Telephone Company receives the customer's request for deferral, the Case Preparation Charge as originally determined, will apply and any recurring charges associated with the Special Construction. The maximum termination liability period will begin when the customer accepts the service.

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